

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 21, 2006

Division: Budget and Finance

Bulk Item: Yes ☒ No ☐

Department: Grants Administration

Staff Contact Person: David P. Owens

AGENDA ITEM WORDING: Approval of contract with Florida Healthy Kids Corp., whereby Monroe County provides match for Healthy Kids program.

ITEM BACKGROUND: Healthy Kids provides comprehensive health insurance coverage and preventative health care services.

PREVIOUS RELEVANT BOCC ACTION: Approval of match contract in previous years.

STAFF RECOMMENDATION: approval

TOTAL COST: 46,440.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: 46,440.00 ✓

SOURCE OF FUNDS: ad valorem taxes

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH _____
YEAR _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: _____


Salvatore R. Zappulla

DOCUMENTATION: INCLUDED: ☒ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Healthy Kids Corp. Effective Date: 07/01/05
 Expiration Date: 06/30/06
 Contract Purpose/Description: Contract with Florida Healthy Kids Corp, regarding local match and provision of Florida Healthy Kids Program Services.
 Contract Manager: David P. Owens 4482 OMB/Grants Mgt.
 (Name) (Ext.) (Department)
 for BOCC meeting on 06/21/06 Agenda Deadline: 06/06/06

CONTRACT COSTS

Total Dollar Value of Contract: \$46,440.00 Current Year Portion: \$46,440.00
 Budgeted? Yes XX No Account Codes: 001-01511
 Grant: \$0.00
 County Match: \$46,440.00 (total contract amount is county match)

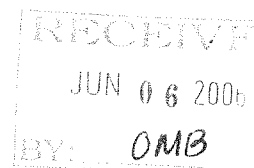
ADDITIONAL COSTS

Estimated Ongoing Costs: \$0.00 For:
 (Not included in dollar value above) (eg. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/8/06
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
<i>BE</i> O.M.B./Purchasing	6/7/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/7/06
County Attorney	6/5/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/6/06
Comments: _____ Need Public entity Crime statement				

OMB Form Revised 9/11/95 MCP #2



FINANCIAL AGREEMENT FOR LOCAL MATCH

Fiscal Year 2005-2006

BETWEEN

FLORIDA HEALTHY KIDS CORPORATION

AND

MONROE COUNTY

This Agreement is made and entered into this _____ day of _____, 2006 by and between Monroe County, Florida (Monroe County) and Florida Healthy Kids Corporation (FHKC), a Florida not-for-profit corporation under Chapter 617, Florida Statutes.

WHEREAS, the Florida Legislature enacted Chapter 624.91, Florida Statutes, creating FHKC, to facilitate a program to provide comprehensive health insurance coverage and preventative health care services to Florida's children who meet the eligibility standards specified in that chapter;

WHEREAS, the 2005-2006 General Appropriations Act and Chapter 624.91 Florida Statutes require that the FHKC develop and implement a policy for the provision of local matching funds from each participating Monroe County through a specified formula for the continuation of enrollment of non-Title XXI eligible Enrollees in the FHKC program (Local Match);

WHEREAS, non-Title XXI eligible Enrollees are children from families with a total family income below two hundred percent (200%) of the Federal Poverty Level who do not qualify for Medicaid; and

WHEREAS, Local Match is necessary to cover the cost of non-Title XXI eligible Enrollees;

WHEREAS, Monroe County has agreed to participate in the FHKC program for Monroe County by providing funds to be applied to the Local Match for Monroe County and has secured the funds committed to under this Agreement;

NOW THEREFORE, in consideration of the premises, FHKC and Monroe County enter this Financial Agreement (Agreement) to provide a Local Match for Monroe County and agree to be governed by the following terms:

I. Definitions

- A. "Applicant" means a parent or guardian of a child or a child whose disability of nonage has been removed under Chapter 743, who applies for

determination of eligibility for health benefits coverage under ss. 409.810-409.820 F.S.

- B. "Enrollee" means an individual who meets FHKC standards of eligibility and has been enrolled in the Program.
 - C. "Florida Statutes" (F.S.) means the Florida Statutes as amended from time to time by the Florida Legislature during the term of this Agreement.
 - D. "Program" means the program administered by FHKC as created by and governed under section 624.91, F.S. and related state and federal laws.
 - E. "State Children's Health Insurance Program (SCHIP)" or "Title XXI" shall mean the program created by the federal Balanced Budget Act of 1997 as Title XXI of the Social Security Act.
- II. Monroe County, as an inducement to FHKC to continue a FHKC program for non-Title XXI eligible Enrollees in Monroe County, agrees to contribute to the Local Match in Monroe County as follows:
- A. Monroe County agrees to provide a Local Match of forty-six thousand four hundred and forty dollars (\$46,440.00) for the period of July 1, 2005 through June 30, 2006.
 - B. Monroe County agrees to be invoiced by FHKC on a monthly basis for one-twelfth (1/12) of that Local Match or three thousand eight hundred and seventy dollars (\$3,870.00) beginning July 2005.
 - C. Monroe County agrees to remit payment for the total amount due within thirty (30) days of receipt of each invoice from FHKC. Monroe County further agrees, due to FHKC's good faith provision of services in accordance with section III despite delays in the execution of this Agreement, to remit the total amount due through April 30, 2006 within thirty (30) days of execution of this Agreement.
 - D. Monroe County's sole obligation under this Agreement is to provide matching funds, contingent upon annual appropriation and contingent upon FHKC's compliance with its obligations under this Agreement.
- III. FHKC agrees, in consideration of the funds paid by Monroe County under this Agreement, as follows:
- A. To provide comprehensive health insurance coverage under the Program to each non-Title XXI eligible Enrollee who has met all eligibility standards for enrollment established by FHKC.

- B. To invoice Monroe County in accordance with paragraph I. B. Each invoice shall be sent to:

David P. Owens
Grants Administrator, Monroe County
1100 Simonton Street
Key West, FL 33040
(305)292-4482
(305)292-4515 (fax)
owens-david@monroecounty-fl.gov

- C. FHKC shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by Monroe County or Clerk determines that monies paid to FHKC pursuant to this Agreement were spent for purposes not authorized by this Agreement, the FHKC shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to FHKC.
- IV. The non-payment of the Local Match under this Agreement entitles FHKC to terminate coverage for non-Title XXI eligible Enrollees in Monroe County or take other action deemed appropriate by the FHKC Board of Directors at the sole discretion of FHKC.
- V. Monroe County understands that upon execution of this Agreement by both parties, FHKC will commence the expenditure of state funds to continue a FHKC program in Monroe County. If Monroe County fails to provide the Local Match under this Agreement, FHKC is entitled to enforce the obligations of this Agreement in accordance with the laws of the state of Florida and in such event shall be entitled to additional reimbursement for attorney fees and costs incurred. It is understood that the intent of this provision is to protect the children who are non-Title XXI eligible Enrollees who receive health insurance benefits through the FHKC program in Monroe County and rely upon the continuation of that program. Notwithstanding the purpose of the program, no person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder.
- VI. This Agreement and all obligations owed by FHKC pursuant to it are subject to continuation and approval of funding of FHKC by the appropriate federal, state,

or local agencies.

- VII. The provisions of this Agreement are not subject to assignment without the express written consent of the other party.
- VIII. Any amendments to this Agreement shall be in writing and approved by both parties.
- IX. This Agreement shall be governed by applicable state and federal laws as such laws may be amended during the term of the Agreement. In the event any action is brought to enforce the provisions of this Agreement, venue shall be in Monroe County, Florida.
- X. General conditions of contract required by Monroe County policies:
 - A. Attestations. FHKC agrees to execute such documents as Monroe County may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
 - B. Attorney's Fees and Costs. Monroe County and FHKC agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
 - C. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary Monroe County and corporate action, as required by law.
 - D. Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of Monroe County and FHKC and their respective legal representatives, successors, and assigns.
 - E. Claims for Federal or State Aid. Monroe County may apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by FHKC prior to submission.
 - F. Covenant of No Interest. Monroe County and FHKC covenant that neither presently has any interest, and shall not acquire any interest, which would

conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

- G. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.
- H. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of Monroe County, except to the extent permitted by the Florida constitution, state statute, and case law.
- I. Nondiscrimination. Monroe County and FHKC agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Monroe County or FHKC agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9)

The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

- J. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of Monroe County and the FHKC in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by Monroe County be required to contain any provision for waiver.
- K. No Solicitation/Payment. Monroe County and FHKC warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, FHKC agrees that Monroe County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- L. No Personal Liability. No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- M. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of Monroe County, when performing their respective functions under this Agreement within the territorial limits of Monroe County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of Monroe County.

- N. Public Access. Monroe County and FHKC shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control which are subject to the provisions of Chapter 119, Florida Statutes, and made or received by Monroe County and FHKC in conjunction with this Agreement unless disclosure is prohibited under state or federal law. Monroe County shall have the right to unilaterally cancel this Agreement upon violation of this provision by FHKC. Both parties recognize that certain records are exempt or excepted from the public records requirements and this provision shall not attach to records exempt or excepted by law from disclosure.
- O. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
- XI. This Agreement shall be in effect from the date of its execution by both parties, and shall remain in effect until all obligations under this Agreement have been satisfied.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

DONE this _____ day of _____, 2006.

Monroe County:

Florida Healthy Kids Corporation:

Rose Naff, Executive Director

Subscribed and sworn to me,
this _____ day of _____, 2006.

Subscribed and sworn to me,
this _____ day of _____, 2006.

Notary Public

Notary Public

My Commission Expires:

My Commission Expires:

1. _____
WITNESS

1. _____
WITNESS

PRINT NAME

PRINT NAME

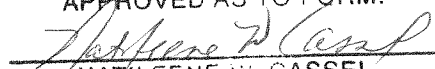
2. _____
WITNESS

2. _____
WITNESS

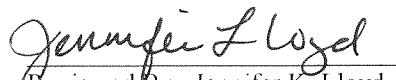
PRINT NAME

PRINT NAME


MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 6/6/06



Reviewed By: Jennifer K. Lloyd
Director of External Affairs



Reviewed by: Margaret M. Moody
Corporate Counsel, Bar # 460500
5/3/06